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8
9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 MICHAEL DELGADO, an individual;

12 Plaintiff,

13 vs.

14 ARCADIA, INC., a California corporation;
15 and DOES 1 through 100, inclusive;

16 Defendant.

Case No. 2:18-cv-00964-JAD-GWF

STIPULATED PROTECTIVE ORDER

17
18 Plaintiff Michael Delgado and Defendant Arcadia, Inc. (collectively referred to as the
19 “parties” and individually as “party”), by and through their respective counsel of record, hereby
20 stipulate that in order to protect the confidentiality of confidential information produced by the
21 parties in connection with this case, the parties agree as follows:

22 1. Any party may designate as “confidential” (by stamping the relevant page or
23 labeling the item or as otherwise set forth herein) any item, piece of information, document or
24 response to discovery, which that party considers in good faith to contain information involving:
25 personal and confidential information (including personnel information) of third-parties or non-
26 parties; trade secrets; or sensitive and/or confidential business or financial information of the
27 parties, that is subject to protection under the Federal Rules of Civil Procedure or Nevada law
28 (“Confidential Information”). Where a document or response consists of more than one page, the

1 first page and each page on which Confidential Information appears shall be so designated.

2 2. A party may designate documents, items, or information disclosed during a
3 deposition, in response to written discovery as “confidential” by so indicating in said response or
4 on the record at the deposition and requesting the preparation of a separate transcript of such
5 material. Additionally a party may designate in writing, within twenty (20) days after receipt of
6 said responses or of the deposition transcript for which the designation is proposed, that specific
7 pages of the transcript and/or specific responses be treated as Confidential Information. Any other
8 party may object to such proposal, in writing or on the record. Upon such objection, the parties
9 shall follow the procedures described in paragraph 8 below. After any designation made according
10 to the procedure set forth in this paragraph, the designated documents or information shall be
11 treated according to the designation until the matter is resolved according to the procedures
12 described in paragraph 8 below, and counsel for all parties shall be responsible for making all
13 previously unmarked copies of the designated material in their possession or control with the
14 specified designation.

15 3. All Confidential Information produced or exchanged in the course of this
16 case (other than information that is publicly available) shall be used by the party to whom the
17 information is produced solely for the purpose of this case.

18 4. Except with the prior written consent of other parties, or upon prior order of
19 this Court obtained upon notice to opposing counsel, Confidential Information shall not be
20 disclosed to any person other than:

21 (a) counsel for the respective parties to this litigation, including in-house
22 counsel and co-counsel retained for this litigation;

23 (b) employees of such counsel;

24 (c) any officer or employee of a party, to the extent deemed necessary by
25 Counsel for the prosecution or defense of this litigation;

26 (d) consultants or expert witnesses retained for the prosecution or
27 defense of this litigation, provided that each such person shall execute a copy of the Certification
28 annexed to this Order as Exhibit “A” (which shall be retained by counsel to the party so disclosing

1 the Confidential Information and made available for inspection by opposing counsel during the
2 pendency or after the termination of the action only upon good cause shown and upon order of the
3 Court) before being shown or given any Confidential Information;

4 (e) any authors or recipients of the Confidential Information;

5 (f) the Court, Court personnel, court reporters, or a mediator prior to a
6 scheduled mediation in the case; and

7 (g) witnesses (other than persons described in paragraph 4(e)). A witness
8 shall sign the Exhibit A Certification before being shown a confidential document. Confidential
9 Information may be disclosed to a witness who will not sign the Certification only in a deposition
10 at which the party who designated the Confidential Information is represented or has been given
11 notice that Confidential Information shall be designated “Confidential” pursuant to paragraph 2
12 above. Witnesses shown Confidential Information shall not be allowed to retain copies.

13 5. Any persons receiving Confidential Information shall not reveal or discuss
14 such information to or with any person who is not entitled to receive such information, except as
15 set forth herein.

16 6. A party seeking to file a document with Confidential Information under seal
17 must file a motion to seal that complies with the requirements of LR IA 10-5 and the directives set
18 forth in *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006).

19 7. A party may designate as “Confidential” documents or discovery materials
20 produced by a non-party by providing written notice to all parties of the relevant document
21 numbers or other identification within thirty (30) days after receiving such documents or discovery
22 materials. Any party may voluntarily disclose to others without restriction any information
23 designated by that party as confidential, although a document may lose its confidential status if it is
24 made public.

25 8. If a party contends that any material is not entitled to confidential treatment,
26 such party may at any time give written notice to the party who designated the material. The party
27 who designated the material shall have twenty-five (25) days from the receipt of such written
28 notice to apply to the Court for an order designating the material as confidential. The party seeking

1 the order has the burden of establishing that the document is entitled to protection.

2 9. Notwithstanding any challenge to the designation of material as Confidential
3 Information, all documents or items shall be treated as such and shall be subject to the provisions
4 hereof unless and until one of the following occurs:

5 (a) the party that claims that the material is Confidential Information
6 withdraws such designation in writing; or

7 (b) the party that claims that the material is Confidential Information
8 fails to apply to the Court for an order designating the material confidential within the time period
9 specified above after receipt of a written challenge to such designation; or

10 (c) the Court rules the material is not confidential.

11 10. All provisions of this Order restricting the communication or use of
12 Confidential Information shall continue to be binding after the conclusion of this action, unless
13 otherwise agreed or ordered. Upon conclusion of the litigation, a party in the possession of
14 Confidential Information, other than that which is contained in pleadings, correspondence, and
15 deposition transcripts, shall either (a) return such documents or items no later than thirty (30) days
16 after conclusion of this action to counsel for the party who provided such information, or (b)
17 destroy such documents within the time period upon consent of the party who provided the
18 information and certify in writing within thirty (30) days that the documents have been destroyed.

19 11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to
20 the use of documents at trial.

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1 12. Nothing herein shall be deemed to waive any applicable privilege or work
2 product protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of
3 material protected by privilege or work product protection.

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5 Dated: September 6, 2018.

6 Respectfully submitted,

Respectfully submitted,

7 /s/ Nicole Lovelock
8 JUSTIN C. JONES, ESQ.
9 NICOLE LOVELOCK, ESQ.
JONES LOVELOCK

/s/ Timothy W. Roehrs
MONTGOMERY Y. PAEK, ESQ.
TIMOTHY W. ROEHRS, ESQ.
Littler Mendelson, P.C.

10 Attorneys for Plaintiff
MICHAEL DELGADO

Attorneys for Defendant
ARCADIA, INC.

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12 **IT IS SO ORDERED.**

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15 UNITED STATES MAGISTRATE JUDGE

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18 DATED: 9-7-2018

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23 Firmwide:156408434.1 081813.1003

EXHIBIT A
CERTIFICATION

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order in *MICHAEL DELGADO v. ARCADIA, INC.*, Case No. 2:18-cv-00964-JAD-GWF. I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information – including copies, notes, or other transcriptions made therefrom – in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information – including copies, notes or other transcriptions made therefrom – to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

DATED: _____
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